

**BOISE, WEDNESDAY, MAY 9, 2012, AT 8:50 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

|                              |   |                         |
|------------------------------|---|-------------------------|
| <b>STATE OF IDAHO,</b>       | ) |                         |
|                              | ) |                         |
| <b>Plaintiff-Respondent,</b> | ) | <b>Docket No. 39107</b> |
|                              | ) |                         |
| <b>v.</b>                    | ) |                         |
|                              | ) |                         |
| <b>DAVID LEROY LEE,</b>      | ) |                         |
|                              | ) |                         |
| <b>Defendant-Appellant.</b>  | ) |                         |
| _____                        | ) |                         |

Appeal from the district court of the Fourth Judicial District, State of Idaho,  
Ada County. Hon. Deborah A. Bail, District Judge.

Sara B. Thomas, State Appellant Public Defender, Boise, for appellant

Hon. Lawrence G. Wasden, Idaho Attorney General, Boise, for respondent.

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After absconding from parole in 2001 and allegedly traveling throughout and living in various communities in the United States, Mexico and Central America, eventually settling in Belize, David Leroy Lee (“Lee”) was convicted of Failure to Register as a Sex Offender in violation of I.C. § 18-8309 on December 10, 2009. Lee asserts that the plain language of I.C. § 18-8309 does not require sex offenders to register or update their address information with the Idaho State Police Sex Offender Registry (“the Registry”) after moving to another country. In the alternative, Lee contends that the State failed to provide substantial and competent evidence establishing beyond a reasonable doubt that he moved from his last known address to a definite new address thereby triggering his duty to notify the Registry. Lee also claims that I.C. § 18-8309 is unconstitutionally vague and that his due process rights were violated.

**BOISE, WEDNESDAY, MAY 9, 2012 AT 10:00 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

**MARKEL INTERNATIONAL INS. CO., LTD, a )  
corporation incorporated under the laws of England )  
and Wales with principle place of business in )  
London, England authorized to conduct business in )  
surplus lines insurance in the State of Idaho, )**

**Plaintiff-Respondent-Cross Appellant, )**

**v. )**

**JASON EZRA EREKSON, as personal )  
representative for the ESTATE OF THOMAS R. )  
EREKSON, deceased, )**

**Defendant-Appellant-Cross Respondent, )**

**and )**

**ELK COUNTRY SPORTS, LTD CO., an Idaho )  
company, )**

**Defendant. )**

**Docket No. 38336**

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Appeal from the District Court of the Sixth Judicial District, State of Idaho, Bear Lake County. Hon. Stephen S. Dunn, District Judge.

Racine, Olson, Nye, Budge & Bailey, Chtd., Pocatello for appellants.

R. D. Williams Law Offices, PLLC, Coeur d'Alene, for respondents.

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This is an appeal from a declaration of no coverage under a Commercial General Liability policy issued by Markel Insurance Co. Ltd. to Elk Country Sports, Ltd. Co. regarding a claim brought by Thomas R. Erekson, now deceased.

In May 2007, Erikson purchased a used BFR 500 S&W Magnum revolver from Elk Country Sports, along with reloaded 50 caliber cartridges. Mr. Erikson sustained severe injuries when he fired the revolver at a shooting range using the reloaded ammunition.

Mr. Erikson filed suit against Elk Country Sports, claiming it was negligent in failing to inspect the improperly-reloaded ammunition and failing to warn him about the dangers it posed. After Elk Country Sports filed its insurance claim, Markel initiated this action by filing a complaint for declaratory judgment. It asserted that the insurance policy in effect when Mr. Erikson's injury arose clearly and unambiguously did not provide coverage for his injuries.

Markel moved for summary judgment, arguing there was no coverage for Mr. Erikson's claim under three provisions of the policy: (1) the Firearms Exclusion, (2) the Products-Completed Operations Hazard Exclusion, and (3) the Designated Premises Endorsement. The district court agreed, holding the Designated Premises Endorsement unambiguously excluded coverage without addressing the other exclusions. Erikson filed a motion for reconsideration. Granting his motion in part, the district court concluded the firearms and products/completed operations exclusions did not exclude coverage for Erikson's claim.

Mr. Erikson died October 21, 2010. On October 26, 2010, the district court entered a final judgment in favor of Markel, stating the designated premises endorsement excludes coverage. Jason Ezra Erikson filed this appeal as representative of Thomas Erikson's estate. Markel cross appeals the district court's ruling that the products/completed operations and firearms exclusions did not exclude coverage.

**BOISE, WEDNESDAY, MAY 9, 2012 AT 11:10 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

**NEW PHASE INVESTMENTS, LLC,** )

**Plaintiff/Counterdefendant/Respondent,** )

**v.** )

**JOSHUA M. JARVIS aka JOSHUA** )

**MICHAEL JARVIS,** )

**Defendant/Crossdefendant/Respondent,** )

**and** )

**DAFCO, LLC, an Idaho limited corporation,** )

**Defendant/Counterclaimant/** )

**Cross-claimant/Third-Party** )

**Plaintiff/Appellant,** )

**and** )

**Docket No. 38447**

**REBECCA CHIAPPINI-JARVIS; SNAKE** )

**RIVER FUNDING, INC., an Idaho** )

**corporation; IDAHO DEPARTMENT OF** )

**COMMERCE AND LABOR; INTERNAL** )

**REVENUE SERVICE; UNITED** )

**SUBCONTRACTORS , INC., d/b/a BOB'S** )

**INSULATION, a Utah corporation; NEILS &** )

**JOE'S LES SCHWAB TIRE STORE, INC.;** )

**a/k/a NEILS & JOE'S O.K. TIRE, INC., an** )

**Idaho corporation,** )

**Defendants/Crossdefendants,** )

**and** )

**AMERITITLE, INC., an Oregon** )

**corporation; FIRST AMERICAN TITLE** )

**COMPANY, INC., an Idaho corporation;** )

**JOHN SOMMERS d/b/a S & H PLUMBING;** )

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**H-K CONTRACTORS, INC., an Idaho** )  
**corporation; RUSS RUDY d/b/a/** )  
**AFFORDABLE TILE & FLOORING;** )  
**WADE ALLEN THUESON d/b/a** )  
**MOUNTAIN CENTRAL VACUUM** )  
**SYSTEMS; BURNS CONCRETE, INC., an** )  
**Idaho corporation; MEDICAL RECOVERY** )  
**SERVICES, LLC, an Idaho limited liability** )  
**company,** )  
 )  
**Third-Party Defendants.** )  

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Appeal from the District Court of the Seventh Judicial District, State of Idaho,  
Bonneville County. Honorable Gregory S. Anderson, District Judge.

Holden, Kidwell, Hahn & Crapo, P.L.L.C., Idaho Falls, for appellant.

Beard St. Clair Gaffney, PA, Idaho Falls, for respondents New Phase.

Joshua Jarvis, respondent pro se.

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This appeal arises from a dispute between two competing creditors, DAFCO, LLC and New Phase Investments, LLC. Both creditors held deeds of trust granting them security interests in a piece of real estate held as community property by Joshua and Rebecca Jarvis. Joshua Jarvis defaulted on his obligations to both creditors.

On summary judgment, the district court found that DAFCO's deed of trust was void under I.C. § 32-912 because it covered community property but was not signed by Rebecca Jarvis. The statute requires that both spouses sign any document conveying or encumbering title to community real estate. The district court also granted New Phase a Decree of Foreclosure. DAFCO now appeals to the Idaho Supreme Court, arguing that its deed of trust is not void under I.C. § 32-912 and that New Phase lacks standing to assert the protections of that statute.